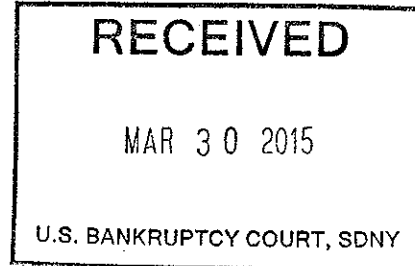


DESIGNATION

1. Alicia Futrell affidavit (5) pages
2. Aegis March 9, 2001 with payment of \$657.25
3. Homecomings letter to Claimant (3) pages
4. October 23, 2009 QWR (3) pages
5. October 30, 2009 QWR (3) pages
6. October 23, 2011 QWR (2) pages
7. April 4, 2012 QWR (1) page
8. August 31, 2012 QWR (2) pages
9. March 14, 2013 QWR (2) pages
10. Debtor's exhibit R dated August 31, 2012
- ~~11. Debtor service notes: QWR 10/30/2009 and 11/2/09 by fax~~
12. GMACM 2/8/10 from Heather McCully
13. OCWEN April 4, 2013 letter to Claimant (2) pages
14. Homecomings June 17, 2009 analysis with \$1,249.71 shortage
- ~~15. Debtor service notes for June 17, 2009 showing \$1541.68 shortage~~
16. June 10, 2009 GMACM Debt Validation Letter with balance "as of June 4, 2009" (2) pages
17. June 10, 2009, Homecomings/GMACM assignment to GMACM with balance "as of"
18. Homecomings Account Statement June 3, 2009
19. GMAC Account Statement July 3, 2009
20. GMACM Account Statement with eight entries "PD PROP INSPECTION"
21. GMACM Account Statement with five entries "PD PROP INSPECTION"
22. GMACM Account Statement with eight entries "PD PROP INSPECTION"
23. GMACM Repayment Agreement with copy of check # 2998, dated 2/8/10
24. Debtor service notes for 5/3/10 for return of \$355 (87/159); 6/17/09 \$1541.69 shortage;
QWR 10/30/2009; QWR 11/209 (fax); 11/24/09 escrow problems; 11/16/09 escrow
Problems; Jena Williams, 83/159; shortage 11/21/12, 18/159; QWR acknowledgement letter
sent Dale Buxton 9/6/12.; Msg Sent to Voice June 2, 2009 (120/159).
25. In Re Mack, 28-31
26. USDA denial (incorporate by reference) (5484-1, 1024/13, 87/87)
27. Debtor exhibit 3, addresses of *purported* QWRs, and "unknown" for October 23, 2009 QWR



Law:

1. 3500.17
2. 3500.21 (e)
3. Indiana Code 34-4-16.5-7 9
4. Hedges v Rawlings, App, 1981, 419 NE2d 224 9
5. Mills v American Playground, App, 1980, 405 NE2d 64, 9
reh.den, 427 NE2d 1130
6. FDCPA

#1

STATE OF INDIANA)
)
COUNTY OF JAY)

AFFIDAVIT OF ALLICIA FUTRELL

COMES NOW the affiant, Allicia Futrell, and says as follows:

1. I am the spouse of the mortgagee, William J Futrell, and reside at 8391 N 550 N, Bryant IN at all relevant times in the instant matter.
2. I have personal knowledge of the details regarding the mortgage for the property, account number 7432626646.
3. There was a mortgage for the real estate, where there was the contact with Homecomings Financial, where they were a GMAC company.
4. There were issues that arose where the ability to pay the mortgage current on an ongoing basis.
5. The servicing of the mortgage shifted to GMAC in 2009, and there was the successor entity, OCWEN, that assumed the responsibility in 2013.
6. Homecomings Financial/GMAC sent a letter to the mortgagee, June 10, 2009, with the statement that as of June 4, 2009, the current principal balance was \$71,251.99. They stated that the "...current escrow balance is \$0.00, your current interest rate is 9.750%, your total monthly payment \$657.25..." This was the effective beginning of the modification
7. GMAC sent the mortgagee a Debt Validation Letter, dated June 10, 2009, with the statement that as of June 4, 2009, the total amount of the debt was \$73,341.47. They stated that "...interest, late charges, legal costs and fees and other charges may be included..." It was silent on any escrow balance and/or shortage. And thereafter, in the escrow analysis of June 17, 2009, there was an escrow balance of \$1,249.71. ()
8. GMAC charged twice for the escrow in the June 17, 2009, analysis, and a shortage that never did truly exist in the matter. Romeo, the employee of GMAC, was the contact person, he was presented with the matter, and told to disregard the entry, in June 2009.
9. The Mortgage Account Statement of July 18, 2013, noted that the interest rate was 8.5% and the payment (principal and interest) was \$656.86, ()
10. There were charges assessed against the mortgage by OCWEN, notably for the property inspections, in the account statement of July 18, 2013, for eight (8) times for the total of \$332.00. ()
11. There were charges against the mortgage by GMAC, notably for the property inspections, in the account statement of January 10, 2011, for five (5) times at \$11.25 for each. ()
12. There were charges against the mortgage by GMAC for more property inspections in the account statement of February 18, 2010, for a total of eight (8), for the same reference dates, and a 9th one with a different reference date. The GMAC employee, Jenna Williams, was a contact person at that time.
13. GMAC sent the mortgage a second account statement, bearing the date of February 18, 2010, which noted nine (9) property inspections, with the same reference dates. ()
14. On the two (2) nearly identical account statements, they did not have conforming 800 contact numbers, and the figures, including but not limited to escrow and outstanding late charges were conforming.


15. There were payments to the mortgage servicer, paid within the time frames stated for payment and by the means stated. It was a condition and/or term from GMAC.
16. There was the stated amounts to be paid by Futrell, that was issued by them in an enclosure dated February 18, 2010, for three (3) payments of \$355, by 3/1/10, 4/1/10 & 5/1/10. There were two (2) payments of \$355 sent, but a third pay agreed payment was returned by GMAC to Futrell. Those payments were acknowledged on the GMAC account statement, in the 'Important News Box', stating, "...Your special repayment plan request has been honored. Your next installment due is 3/1/10 in the amount of \$355.00..." in the February 18, 2010 (2 dated February 18, 2010) account statements. The check for \$355 was returned May 3, 2010.
17. That check was returned to the mortgagee in correspondence dated May 3, 2010, where it was returned to the mortgagee from GMAC. Jenna Williams made an immediate demand of over \$700, and if not, foreclosure would commence promptly. That payment was made, where it was paid, other parties were not paid and/or checks bounced; and were forced to pay the electronic fee to GMAC, in the amount of \$12.50.
18. There was the matter of the stated agreed payments, where that included language, "...The payment received does not represent the correct amount as specified in the signed repayment agreement." ()
19. There was no repayment that was agreed to by the mortgage, where there was a signature presented by the mortgagor, which is not the signature of the mortgage. ()
20. A sample of the true signature of the mortgage is found on * ()
21. The payment was mentioned in another letter from GMAC dated April 6, 2010. ()
22. There was the account statement from Homecomings of April 20, 2009, noting the interest rate of 9.75% and the payment of \$657.25, and the total amount due in the sum of \$2,702.62. ()
23. There was the account statement from Homecomings of May 18, 2009, with the payment of \$657.25, and the interest rate of 9.75% and the total amount due in the sum of \$2,746.73. ()
24. The change in the total amount due had the difference of \$44.11 between April 20, 2009, and May 18, 2009.
25. Homecomings sent the mortgage correspondence dated May 4, 2009, noting the default status of the mortgage and the total amount due was \$2,056.62. ()
26. The Homecomings correspondence of June 10, 2009 (paragraph 6) had the statement that the escrow is \$0.00.
27. The Homecomings Initial Escrow Account Disclosure Statement analysis of June 17, 2009, stated that the escrow $\$124.97 + \$104.14 = \$229.11$. This is a double incorrect escrow.
28. The Homecomings document added that to the payment, for a total of \$886.36.
29. The Homecomings document included the statement, "...IF you pay the escrow shortage amount of \$1,249.71, your new payment will be automatically adjusted to \$782.22 effective with your August 1, 2009 payment..." ()
30. The account statements included fees that were assessed by the mortgage servicer, yet were not explained when the explanation were requested from them.
31. Those unexplained charges from GMAC included the assessed amount of \$94.72, which were noted in the GMAC account statements for June 8, 2010, July 1, 2010, September 15, 2010, October 18, 2010 and December 20, 2010. ()
32. There were additional unexplained assessed fees, including but not limited to "PD CORP ADV 3 DRM" (3) in the June 8, 2010 account statement; and July 18, 2013 with OCWEN, with four (4) entries. ()

33. That same document noted the Fire insurance in the sum of \$1,352.53, which was stated in the mortgage servicer paperwork with the analysis date: June 17, 2009. Jenna Williams was presented with the matter in October 2009, Jenna called the problem a *typo*, which was still not corrected promptly following that telephone conversation.
34. There was an error in the record keeping by the mortgage service provider, where the actual issue was noted as "Fire Ins Paid" with the payment date of October 1, 2010, and the amount of \$352.37. ()
35. The error was presented to Homecomings, where they failed and refused to correct the problem for a period of over one (1) year, to the detriment of the mortgage with regard to the mortgage service provider.
36. The Homecomings had a second page (), where they stated if there were any questions concerning the escrow analysis, they provided an address to send any inquiries and the toll free number of 1-800-206-2901.
37. That contact number was used frequently and often, speaking to different persons, where problems raised were not addressed and cleared up in a prompt and timely manner.
38. There were Qualified Written Requests sent to the mortgage servicer, including: October 30, 2009, November 13, 2009; December 2, 2009; October 23, 2011, where this expressly mentioned the Fire insurance and the "1" that was added at the mortgage servicer (see paragraph 32-33); April 14, 2012; August 31 2012; and March 14, 2013.
39. RESPA provides for the period of twenty (20) days in which the mortgage servicer acknowledges the qualified written request, and a response in sixty (60) days.
40. The mortgage servicer, GMAC, acted, including but not limited to November 13, 2009, where the generic customer care number of 1-800-766-4622 was provided, with a response; December 3, 2009; and January 12, 2010, with the Loss Mitigation Department at 1-800-850-4622. ()
41. There were Loan Modifications submitted, under the heading of the Home Affordable Modification Program, that was commenced with the, "**Congratulations!** You are eligible for a Home Affordable Modification", dated October 14, 2009. There were four (4) proposals submitted, where there was duplication in the terms and conditions, with no significant change in terms offered, be it by GMAC or OCWEN. This modification had an APR of 7.50%, however the APR in the final modification jumped to 8.50%. Incorrect escrow figures were cited by GMAC.
42. The mortgage servicer, GMAC, that bore the statement atop, *This information is provided for your information only and has no bearing on the outcome of the modification decision.* ()
43. The items included *current borrowers credit score 517, property value \$30,000, data collection date 4/5/12, unpaid principal balance \$76,500 at origination, unpaid principal balance of the proposed Modification \$82,714.71, Next Adjustable Rate Mortgage 9.75, Principal Forgiveness Amount of Proposed Modification \$7,415.65, and interest rate at the proposed Modification 3.88%.* No mortgage servicer provided the noted 3.88% interest rate, forgiveness, or other.
44. There was no matching of specific items, specifically including any forgiveness of any amount, the proposed interest rate for a Modification, and the value of the real estate.
45. USDA noted the diminished value of the real estate, based on problems with the property; in an August 10, 2011 letter. ()
46. The values stated for the real estate were between \$59,000 (as is) from GMAC, April 25, 2010. ()
47. A year later in the USDA August 10, 2011, denial letter, stated the \$30,000 appraisal, but the requested financing for \$76,000 was not going to happen because the property was "under-water" and the condition of the real estate. ()

48. The denial was appealed to USDA, successfully, where USDA approved the amount of \$10,000, because the other \$20,000 was needed to bring the property 'up to code'.
49. GMAC was contacted, Jeremiah in liquidation at GMAC, 1-877-521-3698, ext. 8743698; and he stated the need for 'good faith estimate' from USDA, pre-approval from USDA, and borrower hardship letter, in August, 2010. The purpose was for a 'short sale' to the borrower.
50. The borrower attempted to comply, thereafter contacted GMAC, where it was learned that Jeremiah was no longer at GMAC and the present employee, Henry, said Jeremiah lied and there would be no 'short sale' to anyone, but a third party. Jeremiah stated there could be a 'short sale' to the borrower. The time frame here was August, 2010. **One month later**, there was the offer from GMAC to settle the entire matter for the price of \$27,000.
51. There were contacts with GMAC, by telephone and with their different employees in different departments, employees in the same department, correspondence, including but not limited to Qualified Written Requests, and faxes to employees of GMAC and outside parties.
52. The outside parties included, the member of congress, Treasury Department (Lynn Jones), Fannie Mae (Joe Scott), during the entirety of the process in the dealings with GMAC and the prescribed process to seek to obtain a loan modification.
53. Contact with GMAC included contact with the executive office, Jenna Williams, where there were her efforts to address the multiple issues with regard to the actions of GMAC, at 319-236-5257, as of 2011. A fax number was provided, 866-502-6427, which is the same fax number for GMAC.
54. There was the matter of our credit being adversely affected, where USDA noted that there had been missed payments on the mortgage, and that was one factor considered by the USDA in their ultimate decision in the application. GMAC had made a report to the credit reporting agencies that there were multiple missed payments, contained in the credit report of myself and my spouse, that were refused by the servicer.
55. Shelia was the GMAC employee in November 2009, for the denial of the payment, with the explanation that GMAC would not accept a partial payment, where they deemed the alleged escrow shortage part of the *proper* payment that was to be paid by the borrower. She was an employee with whom the escrow shortage was discussed, but no inquiry was made by GMAC because the modification process for the borrowed had been started.
56. There were to be no adverse credit reports made during the Qualified Written Request periods, considering the purpose of the request for loan modification, where GMAC failed and refused to follow RESPA on this and other points, to our detriment.
57. There was the \$1,249.71 in the June 17, 2009 document, where an employee in the escrow department stated that the shortage was from paying three (3) years of property taxes. The local assessor was called and told that they would not receive such a multiple payment of property taxes, based on their procedure.
58. There were the account statements from GMAC and OCWEN, where under *description*, they had **receipt**; but there was no (further) explanation provided in the matter. Examples are in the GMAC June 8, 2010, account statement and the OCWEN July 18, 2013, account statement.
59. There was adverse credit reporting against the credit of the borrower from the servicer, where USDA stated in their letter that there had been *11 mortgage delinquencies since 09/09*.
60. There is the fact that GMAC caused that, where GMAC refused to accept the state payment of \$657.25, and demanded the payment of \$886.36. There was their inclusion of an *escrow shortage* which did not really exist in the sum of \$229.11. Assuming there was an escrow, it was an incorrect number.

61. There were the loan modifications sent in 2010, where the net effect of them were to save the borrower \$.047 a month, and reduced the interest rate less than 2%.
62. There was a contact with Johnsey, November 2009, and was asked *what* if the loan modification was declined. His response was that the effect would revert back to the original payment of \$657.25 and the escrow shortage of \$1,249.71 would be due immediately.
63. That stated escrow shortage never existed, see exh. 4B, 29, from June 2009.
64. In all the time that the borrower has been dealing with the servicer, there still is lacking the exact information who is the owner of the underlying mortgage instrument; where the explanations OCWEN included *it could be JP Morgan-Chase, NY Mellon, or First Bank of New York, and no verification, in any form from any servicer, on the point.*
65. There were the substantive statements in the FDCPA portion of the Memorandum, which are true, accurate and correct.

The foregoing affidavit of Allicia Futrell was reviewed and signed under the penalty of perjury on the 20 day of October, 2013, and stated on my knowledge of the relevant facts and the review of the documentation available to the affiant, consisting of _____ pages.


Allicia Futrell
8391 N 550 W
Bryant IN 47326

AEGIS

MORTGAGE CORPORATION

8549 United Plaza Blvd
Baton Rouge, LA 70809
Phone: 800/725-5100

March 9, 2001

WILLIAM J. FUTRELL
8391 N 550 W
BRYANT, IN 47326-

Aegis # 337-0005302135
Servicer # 4382951

Dear Mortgagor(s):

We are pleased to have had the opportunity to provide the financing on your home. This letter is to advise you that the servicing rights for your mortgage loan referenced above have been transferred. This transfer does not affect the terms or conditions of your mortgage loan, other than terms directly related to the servicing of your loan. Shortly, you will receive an introductory letter from your new loan servicer. During this interim period, please make your payments to:

Payments Due On/After 4/1/2001

HOMECOMINGS FINANCIAL
P O BOX 650515
DALLAS, TX 75265
1-800-206-2901

The total payment is:	Principal & Interest	657.25
	Escrow	
	Total Payment	657.25

Please do not wait for your new coupon booklet or statement to arrive; you should make your monthly payment in the proper amount on or before the due date. In order to ensure proper posting of you payment, please make sure your loan number and property address are shown on you check or money order.

- Please note, if you purchased credit life with this loan, this transfer of servicing will not affect your coverage. The coverage will continue according to your credit insurance policy. Should you have any questions or wish to file a claim, please contact Balboa Life Insurance Company at (800) 868-8879.

The attached Notice of Assignment, Sale, or Transfer of Servicing Rights contains important information

Credit Life Ins
Balboa Life Ins Co
800-868-8879

"Interim Period"

Homecomings
800-206-2901 tel
214-874-2699 fax

Payoff Statement
March 29, 2002

Requestor Information

William J Futrell
8391 N 550 W
Bryant, IN 47326

Mortgagor(s)

William J Futrell

THIS DOCUMENT CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY INDICATED ABOVE. IF THE READER OF THE DOCUMENT IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THE DOCUMENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE. THANK YOU.

This document contains five pages in total, including the cover page.

If this loan is more than 30 days past due as of the date of this payoff statement, there may be additional fees and costs that must be paid in order to pay off this loan. To obtain updated figures contact Homecomings at 1.800.206.2901.

Homecomings reserves the right to correct any information contained in the payoff statement at any time.

This account has been identified as containing a prepayment penalty. Please refer to your original note and rider regarding the terms and conditions of the penalty.

The payoff interest calculation is based upon 360 days (12 months X 30 days). Each month is based upon a 30-day month, regardless of the number of actual days in a month. Therefore, if you are planning on paying off after February 28, 2001 and the March 1 payment has NOT been paid, you must include 30 days of interest for February. Below is the actual formula used to calculate payoff interest.

Current Principal Balance X Current Interest Rate / 365 days = Interest Per Diem

Homecomings

Payoff Statement

March 29, 2002

Homecomings Loan Number 0432626646

Current Mailing Address

William J Futrell

8391 N 550 W

Bryant, IN 47326

Mortgagor/Property Information

William J Futrell

8391 N 550 W

Bryant, IN 47326

The following is the payoff information you requested. If this statement was received by a closing agent, the following information should be forwarded to the mortgagor.

Calculating your payoff....

Since payoff figures cannot be obtained verbally, Homecomings Financial created the following worksheet to assist you in the calculation of your payoff. Our worksheet includes interest accumulated through March 29, 2002. You must, therefore, include interest from March 30 through the day that Homecomings receives your payoff. If the payoff amount is not received in full and we elect to apply the funds, a release will NOT be issued. Alternatively, short payoffs may be returned, at our option. In order to avoid a late fee and delinquency, we must have a monthly payment or payoff in full by the late charge date. Action on any delinquency will be taken without delay, regardless of a pending payoff. Your next payment is due April 1, 2002.

The payoff interest calculation is based upon 360 days (12 months X 30 days). Each month is based upon a 30-day month, regardless of the number of actual days in a month. Therefore, if you are planning on paying off after February 28, 2001 and the March 1 payment has NOT been paid, you must include 30 days of interest for February. Below is the actual formula used to calculate payoff interest.

Current Principal Balance X Current Interest Rate / 365 days = Interest Per Diem.

Unpaid principal balance as of March 29, 2002	\$	76,046.49
Interest accumulated through March 29, 2002	\$	597.28
Prepayment Penalty (Payoff)	\$	2,961.66

Total as of March 29, 2002	\$	79,605.43
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Total as of March 29, 2002	\$	79,605.43
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Enter interest (\$ 20.60 x ____ days) after Mar 29, 2002	\$	_____
--	----	-------

Enter late charge of \$ 32.86, if received after Apr 16th	\$	_____
---	----	-------

Total, if after March 29, 2002	\$	_____
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If a monthly payment is received after this payoff quote was issued...

If a payment is received after March 29, 2002, update the unpaid principal balance using our automated system available to you 24 hours a day

at 1.800.206.2901. You must also calculate interest accumulated from the first of the prior month for which your loan is now currently due. For example, if your April payment has been made, making your next installment due May 1st, interest calculations should include April 1st through the day Homecomings will receive the payoff in full.

The daily interest for your loan is \$20.60.

Enter updated unpaid principal balance	\$	
Enter interest (\$ 20.60 x ____ days)	\$	
Total fees/advances/unapplied funds (see previous page)	\$	2961.66
Enter Late Charge of \$ 32.86, if applicable	\$	
Payoff Total	\$	

Regarding your escrow funds...

Homecomings does not maintain an escrow account for this mortgage. All tax and insurance payments are the responsibility of the mortgagor.

THOMAS D MARGOLIS
Attorney At Law
309 N High Street
Muncie IN 47305
Telephone 765-288-0600

October 23 2009

GMAC
3451 Hammond Ave.
P.O. Box 780
Waterloo IA 50740-0708

Re- William J Futrell
8391 B 550 W
Bryant IN 47326
Account 7432626646

Dear

There was the last correspondence where there was a demand for payment, as it was stated to be in default. That notice was dated 9/30/09.

Payments	\$1772.72
Late charges	657.20
Fees costs other	313.25
Suspense	220.53
Total	2522.64

Please provide and explanation for **suspense**, and where it is found in (any) paperwork.

That is to be taken in the context of the **trial period** agreement (step one of two part documentation process). It provided for the **loan workout plan**, with payments

Of: 8/1/09 \$730.76
9/1/09 730.76
10/1/09 730.76

That effective date for that agreement was 8/1/09. **Those payments were made as per agreement.**

It was followed by a **permanent agreement** that was dated 10/14/09. In pertinent part, the was **modification** portion. Those pertinent portions are **new principal of \$72,606.53 as of 10/1/09, and the first new monthly payment die 11/1/09. The statement that the interest rate is 7.750%, effective 10/1/09, monthly principal \$579.75, escrow \$150.66, for a total payment of \$730.42, with the payments due on 11/0/09 and end on 3/1/2031.**

Page 2, GMAC, William J Futrell

That has been followed up with the **current statement** of 10/19/08. In pertinent part, the content is **9.75 interest rate, current escrow balance \$147.12, principal and interest \$657.25. The current escrow and the principal and interest total \$804.37. An escrow of \$229.11 is noted.**

There was the stated payment for \$888.36.

Please provide an explanation for the difference between the escrow of \$229.11 and the current escrow of \$147.12.

There was an undated document that noted a **shortage amount** of \$1,249.71. It does have an **analysis date of June 17, 2009**. There is a statement *If you pay the escrow shortage of \$1,249.71, your new payment will be automatically adjusted to \$782.22 effective with your 8/1/09 payment.*

There was the statement to **ignore** from your representative, Romeo. It was from Homecomings Financial, a GMAC company.

That is in the context of other notices from GMAC. There are glaring contradictions between July 3, 2009 and August 14, 2009.

July 3, 2009 amount past due \$1,314.50 [which was correct to our knowledge]
August 18, 2009 amount past due \$2,200.86

Statements contain [repeated] charges, as follows:

July 3, 2009	property inspection fee	\$11.25	due date	4/1/09
		13.00		4/1/09
	CORP ADV 3 DRM	83.00	[please explain this]	
	Speedpay \$7.50 charges	[there is the bank charges to pay by Telephone check and from YOU]		
October 19, 2009	property inspection fee	\$11.25		

There was the statement that there was eight (8) years of advance payments for property taxes to Jay county, from Eugene. **The following problems are in place: 1. Jay county would not accept advance payments, much less for eight (8) years, 2. 7/1/09 was the payment of the fall taxes in the sum of \$64.19, where that is something that was assumed by GMAC. The Jay County treasurer stated that it was paid by First American, where an explanation is requested for their involvement in this financial transaction. Under the circumstances, provide supporting documentation.**

Page 3, GMAC, William J Futrell

Eugene also stated that \$1,591.54 was **added** onto the back of the obligation in October, 2009.

He was asked what IF the loan modification was declined, and his summary response was:

1. Pay the #1,249.71 escrow shortage
2. Pay \$3,673.74 as the past due payments and late fees
3. That (2) breakdown was \$981 in fees and \$2,692 in past payments

Based on their calculations, your figures do not add up for the \$3,673.74 total.

Their understanding remain that they are behind \$1,315.50, which was stated in the July 3, 2009, statement from you.

Escrow has been an ongoing question, and there have been no satisfactory answers. There is a question of the violation of the RESPA act, if only for that point.

There is also the matter of **Late Fees**, where GMAC paperwork contradicts the oral statements. The language from your document is from the 10/14/09 **congratulations** letter.

It is, as follows:

Congratulation. You are eligible for a Home Affordable Modification (cover page).... New Principal Balance....if you fulfill the terms of the trial period including, but not limited to, making any remaining trial period payments, we will waive ALL late charges that have accrued and remain unpaid at the end of the trial period

Late fees were added to the GMAC statement, as follows:

July 3, 2009	\$591.48	[and other \$290.75] [please explain the 'other']
August 18, 2009	\$624.34	[and other \$302.00].

Based on your GMAC documents, the sum of **\$1,215.82** have been tacked on as Late Fees. It was a blatant contradiction of your GMAC documents.

YOU ARE REQUESTED FOR:

1. ***ALL the original documents [including but not limited to the mortgage document, truth in lending that were signed in the matter]***
2. ***State how the numbers were arrived at***
3. ***Log from GMAC noting contacts, substance of contact, and notes thereon***

Page 4, GMAC, William J Futrell

You are requested to address the issues and concerns raised in this letter.

Finally, there was a figure of \$1,352.52 for **fire insurance**, in an undated statement. This was the one Romeo said to **ignore**. Should there be a credit for the same?

Copies of the documents referred to as a basis for this inquiry are enclosed. The practical deadline is **November 1 2009**. If that is a problem, it may be appropriate to have an extension of time in the matter.

Sincerely,

Thomas D Margolis

TDM/le

Cc: William J Futrell

encl

#5

THOMAS D MARGOLIS
Attorney At Law
309 North High Street
Muncie IN 47305
Telephone 765-288-0600

October 30, 2009

GMAC Mortgage
Attn- Customer Care
P.O. Box 1330
Waterloo IA 50704-1330

Re: William J Futrell, customer
8391 N 55 W
Bryant IN 47362
Account # 7432626646
Qualified Written Request

Dear Sir::

There was the letter of October 23, 2009, regarding the matter, which was a statement of the status of the matter, along with supporting documents.

There was no response to me, rather the customer contacted GMAC, in the Loss Mitigation division, stated a response was sent out on October 30, 2009. It was being sent to the customer, and is not received at this time.

There was the telephone contact with your representative, Johnsy, in the Loan Modification division, on October 30, 2009. The reason for the call was to find out what the payment was to be made. It digressed from there. They were told that the following:

1. *another* person stated that the deadline to send the sign loan modification was immediately, to be received by October 31, 2009, or go back to square one;
2. Another stated deadline of November 15, 2009 was stated by Johnsy;
3. As to payment, if the modification payment was not wanted, \$730.42, the **original** payment of \$886.36, would be reinstated;
4. **The original payment was never that, rather \$657.25;**
5. *Please provide supporting documentation for paragraph 3;*
6. IF the \$657.25 was paid, *then* no modification with the obligation to pay late fees and escrow shortages;

Page 2, William Futrell, October 30, 2009

7. The **October 14, 2009**, letter from GMAC congratulated them for their eligibility in the Home Affordable Modification, with page 2 words *If you fulfill the terms of the trial period including, but not limited to making any remaining trial period, we wilol waive ALL later charges ...* [you were provided with this and other supporting document];
8. Johnsy acknowledged the mailing from me and the objections stated based on the contradiction;
9. The customer called GMAC and followed the prompts and went lo loan counseling, John?, where he stated that the payment would be determined when it **was** received by GMAC;
10. The proffered loan modification that GMAC presented provided for **\$730.42 (\$579.76 principla and interest and \$150.66 monthly escrow)**;
11. There was a problem stated with the escrow payment \$150.66, *where that is excess, and he could pay the entire obligation for \$600 or less*;
12. There was the statement that GMAC was paying *homeowners insurance*, where that was not verified by any third party;
13. *You are requested to provide proof GMAC has made those stated payments for homeowners insurance, noting the amounts, dates and to whom.*

There has been the problem where the conflicting content, notably payment and interest rate.

Johnsy stated that they should *ignore* the **October 19, 2009**, mailing from GMAC, which noted in pertinent part: **interest rate of 9.75 and payment of \$888.36**. She made this statement on October 30, 2009. It also contained the **Qualified Written Request** information. This is all attached.

Each of these documents were previously provided in the October 23, 2009, mailing.

There was also the undated mailing, with the only date of June 17, 2009 as an *analysis date*. It contained the fire information and the escrow shortage statement of \$1,249.71. Romeo stated that they should *ignore* it. He was in the escrow department, and that is attached herein.

There was the statement that the GMAC authorization form is to be found at *Homecomings.com*. I went to that web site, where it led me to a web page, **gmacmortgage.com**. There was no evident prompt to any authorization form.

Their desire to have a loan modification under the MHA program, and as a fixed rate.

Again, Johnsy, stated that the deadline was **November 15, 2009**.

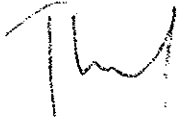
Page 3, William Futrell, October 30, 2009

A response from someone informed in the matter and authorized to make binding statements is requested by **November 6, 2009**.

Please indicate what, if any, federal entity is controlling in this matter.

This is being faxed to the number provided by GMAC. # 800-769-4744

Sincerely,

A handwritten signature in dark ink, appearing to read 'TDM', with a stylized flourish at the end.

Thomas D Margolis

TDM/le

Encl

Cc: William Futrell

xhibit 16C

2/6
Sent from
different
address

THOMAS D MARGOLIS
Attorney At Law
309 North High Street
Muncie IN 47305
Telephone 765-288-0600

GMAC
3451 Hammond Avenue
PO Box 780
Waterloo IA 50704-0760
Attn: Jenna Williams,

October 23 2011

Re: William J Futrell
8391 N 550 W
Bryant IN 47326
Account # 7432626646

Dear Ms Williams:

This concerns the present status of the matter for the initial request for the loan modification, which expanded into a more complicated situation. That included the erroneous figures that were repeated, unsuccessful efforts to have corrected figures, loan modification agreements that were contradictory, confusing and misleading.

There were several people that were spoken to in different departments, where they were unresponsive and contradicted each other.

A starting point is the **Initial Escrow Account Disclosure Statement** of June 17, 2009, that was declared a problem. The **noted** figure was **\$1,352.53**, where the actual figure was **\$352.53**. It had the effect to raised the monthly sum from \$657.25, to \$886.36. [#1] There was a second sheet in the same mailing, as a cover letter. [#2] In pertinent part, *...we may improperly classify a few contacts. If you believe that we have incorrectly classified your account, contact us at the phone number or address listed below.*

That came from Homecomings Financial LLC, which is a GMAC company.

They learned that there was the typo in January, 2010, where **you** indicated that fact to them. In the intervening time period, there were approximately 3-4 loan modifications presented. There was an either accept the modification or pay the sum of all of the late payments, late fee and pay escrow shortage of \$1,249.71, in full; OR be the subject of a foreclosure action.

Page 2, William J Futrell/GMAC

There was the notation that with the payment of the **Shortage** of \$1,249.71, there would be the payment of \$782.22. [#1] In any case, it was more than the prior sum of \$657.25.

The QWR dated October 30, 2009, and the letter of October 23, 2009, detail other concerns in this matter. They include charges that have been regularly collected, and neither explained nor accounted for by GMAC or any company.

I was shown the response from GMAC dated November 13, 2009, where there was no indication of a copy to Futrell. There is no recollection of the receipt of that letter or any enclosures.

I have the following requests: **send the copy of the mortgage note, settlement statement, mortgage, account payment history. There is the added request for the record of GMAC for the contacts from May, 2009, to the present. That would include but not limited to Romeo, Johnsy, LaToya, Debbie, and the different departments that were involved in this matter. it would include the contact person, what was presented, what the response was, and action from any person that was either to be done, or had been done in that log.**

In the efforts to address the issues in this matter, another employee of GMAC doubted you existed. He was responding to their statement that you had made arrangements for them to pay \$355.00 per month for three (3) months, about March, 2010. They paid the \$355 and that was returned to them as insufficient. Your response was reported to be *it was a misunderstanding on their part, and either pay the \$704 or lose the modification and maybe have another modification.*

They have a note that on November 16, 2009, *Carmen* in escrow that a payment of \$352.37 was made to Mutual Fire in French Township. Please provide any needed explanations in this matter, with any supporting documentations.

The **written** response is requested in fifteen (15) day, and there should be the name and contact information from a person with the authority to

Sincerely,

Thomas D Margolis
TDM/jh
Cc: William J Futrell

Encl. Analysis document of June 17, 2009
Cover letter with that notice/letters October 23, 30, December 30, 2009

vh:hit 17B

#7

William Futrell
8391 N 550 W
Bryant IN 47326

GMAC Mortgage
3451 Hammond Avenue
PO Box 780
Waterloo IA 50704
Attn: Mirela

April 14, 2012

Dear Mirela :

I have received the April 6, 2012 , letter concerning account number 7432626646,
for the property 8391 N 550 W, Bryant IN 47326.

That was sent to confirm the conversation of April 5, 2012.

There are the following questions:

1. What is the delinquent amount, with reference to paragraph 6?
2. What is this, a modification, repayment plan, other? (identify)
3. What is the principal amount of the mortgage, on which this is based?
4. What is the escrow, after the three (3) payment, assuming they are made as provided for, with reference to paragraph 5?
5. What is the interest rate, after the three (3) payment, with respect to paragraph 5?
6. What are the payments, after the three (3) payment, with respect to paragraph 5?
7. What, if anything will be written off? And, IF so, how much? And from what?
8. What is the term of the agreement?
9. What, under this content, would be the total principal? The interest rate ? And the total interest paid under the proposal?
10. State the name of the owner of the mortgage?
11. Any other necessary disclosure in the matter? IF yes, so state them.

This may also be deemed a **Qualified Written Request** under the circumstances ?

Your prompt response is requested, in the light of the content of the April 6, 2012,
letter.

Sincerely,

William J Futrell

ENCL APRIL 6 2012 /tr

Exhibit 18

#8

THOMAS D MARAGOLIS
Attorney At Law
309 West Washington Street
Muncie IN 47305
Telephone 765-288-0600

August 31 2012

GMAC
3451 Hammond Avenue
PO Box 780
Waterloo IA 50704-0780
Attn:

Re: William Futrell
8391 N 550 W
Bryant IN 47326
Account # 734262646

Dear

This is a QWR (Qualified Written Request) in the instant matter. It is an additional request, where matters remain outstandings.

This can not be complete, where essential portions shall be highlighted herein. A contact was made with Jenna in the Executive Offices for an agreed payment of \$355.00 per month. It was memorialized in the letter dated 2/8/10, with payments to be made to the Payment Processing Department. The agreed check was sent, dated 2/22/10. *That was followed up with a letter from Loss Mitigation Department/Loan Servicing, where that payment was deemed not in accordance with the agreement heretofore made.*

Two payment were accepted, before the third was returned. I sent her a letter in October, 2011. There was no actual responsive letter from her, rather a department of GMAC.

Another instance is with regard to the *escrow* where the mortgage was going from Homecoming to GMAC, both companies under the Residential Capital umbrella. Homecoming had the number 7432626646, and the GMAC had the number 7432626646. Homecoming had the value \$71,251.99, and GMAC had the value of \$73,341.47. Both was dated 6/10/09. Their respective addresses are both in Waterloo, IA, with different PO boxes.

There was a notice from Homecoming on the matter of insurance, where it was noted \$1,352.53, which was not corrected for approximately 9 months. An explanation was given, a typo. There was the referral to Balboa Insurance to address to matter, which is also a company under Residential Capital. The initial statement was made 6/17/09.

Page 2, William Futrell

There was a statement of the character of the mortgage was variable, not fixed. This is an incorrect statement, made 6/6/12.

Prior QWR's have been made, where those responsive contents were not in compliance with RESPA. In one instance, no name was given, and the number was given was 1-800-766-4622. That number is the general number got GMAC. That response was dated 11/3/09, and was contrary to RESPA. This was to Futrell.

There was a letter that was addressed to me, dated 11/13/09, had that above number and no contact person provided in that letter.

Repeated efforts were made for a loan modification, and the terms and conditions were being changed by GMAC and Homecoming, as appropriate. A new escrow analysis was requested, and there was none. The sated reason was "... Once the loan modification process is completed, a new analysis may be requested". This was in a GMAC letter dated 12/3/09.

There were loan modifications that were presented, however there were questions raised and no one in any department addressed the concerns, or provided a constructive resolution. Jenna, in the Executive Office, came the closest to a resolution, however there was no significant change in the interest rate and the difference in the existing payments and the offered payments were minimal.

The mortgagee was told by GMAC and/or Homecoming the mortgage was owned by Residential Capital, of which GMAC is a subsidiary; neither reported the value of the mortgage, notably after the stated transition date from Homecoming to GMAC heretofore referred to in this letter; the explanations were not readily understandable, and no one at GMAC was ever available to give a coherent and consistent explanation.

The compliance with RESPA, Regulation Z, Dodd-Frank requirements have been a consistent problem, where I believe that are additional requirements that have been ignored in the matter.

The request is that GMAC comply with all the controlling law, and provide all the responsive information. That would include the review of the account content in the instant matter, with appropriate remedial relief in the matter. RESPA and the other controlling law contain time frames, where GMAC should comply with the same.

Sincerely,

Thomas D Margolis

TDM/kj

Cc: William Futrell

2711 W Haskell Ave

Exhibit 19 B

#9

THOMAS MARGOLIS
Attorney At Law
125 E Charles Street Suite 214
Muncie IN 47305
Telephone 765-288-0600

March 14, 2013

GMAC
3451 Hammond Ave.
PO Box 780
Waterloo, IA 50704
Attn: Heather McCully

Re: Qualified Written Request
William Futrell
8391 N 550 W
Account # 734262646

Dear Ms. McCully

There are matters regarding the instant matter. Prior requests have been sent concerning ongoing issues. A request was dated August 31, 2012, and those issues included matters of escrow and different parties with GMAC responding in contradictory and inconsistent ways.

Recent issues have been raised with regard to a modification, where the terms of the modification. They included interest that was 8.5%, with the change to 7.88% in the proposed modification for 2/8/13. Payments were \$704.56, that included escrow to \$637.90 as a proposed modified payment. The sum of \$656.86 was stated to be the principal and interest before modification.

There was an appraisal of the property in/about 2007, where the stated value was approximately \$55,000, with that modification denied because of an amount outstanding in excess of that. In the 2013 documents that GMA has sent, there is a stated value of \$64,955. That is stated to be the basis of any proposed modification for the current period of time.

There is a statement from the USDA that the value of the property is \$10,000 on any loan therein. The reason is that the property is not up to USDA code standards, and additional monies would have to spent for that purpose for the property.

I am informed that the USDA has made an appraisal, in the approximate sum of \$24,000. GMAC made an offer to sell the house outright for \$27,000, where there was the information in the possession of GMAC regarding his financial status.

Page 2, William Futrell, Qualified Written Request, March 14, 2013

The credit score noted on the GMAC documents is 496. That is incorrect, where they were advised that his score was significantly below that 496 figure.

As to the escrow analysis from June 2009, that was the genesis of the problems. The response of GMAC was inadequate, and the problem was thereafter compounded.

As per the controlling law in the matter, you are requested to respond to this Qualified Written Request as provided under the law.

Sincerely,

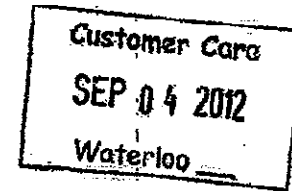
Thomas Margolis
TDM/kj
Cc: William Futrell

3/14
All 4 Fin 11.16
owed
Fed R rejected capital plan
73.87 wanted to use 96 pay off
Stake secured treasury (pref)

8391 N 350 W
Bryant IN
47326

#10

THOMAS D MARAGOLIS
Attorney At Law
309 West Washington Street
Muncie IN 47305
Telephone 765-288-0600



August 31 2012

GMAC
3451 Hammond Avenue
PO Box 780
Waterloo IA 50704-0780
Attn: President

Re: William Futrell
8391 N 550 W
Bryant IN 47326
Account # [REDACTED] 2646

Dear

This is a QWR (Qualified Written Request) in the instant matter. It is an additional request, where matters remain outstandings.

This can not be complete, where essential portions shall be highlighted herein. A contact was made with Jenna in the Executive Offices for an agreed payment of \$355.00 per month. It was memorialized in the letter dated 2/8/10, with payments to be made to the Payment Processing Department. The agreed check was sent, dated 2/22/10. *That was followed up with a letter from Loss Mitigation Department/Loan Servicing, where that payment was deemed not in accordance with the agreement heretofore made.*

Two payment were accepted, before the third was returned. I sent her a letter in October, 2011. There was no actual responsive letter from her, rather a department of GMAC.

Another instance is with regard to the *escrow* where the mortgage was going from Homecoming to GMAC, both companies under the Residential Capital umbrella. Homecoming had the number [REDACTED] 6646, and the GMAC had the number [REDACTED] 6646. Homecoming had the value \$71,251.99, and GMAC had the value of \$73,341.47. Both was dated 6/10/09. Their respective addresses are both in Waterloo, IA, with different PO boxes.

There was a notice from Homecoming on the matter of insurance, where it was noted \$1,352.53, which was not corrected for approximately 9 months. An explanation was given, a typo. There was the referral to Balboa Insurance to address to matter, which is also a company under Residential Capital. The initial statement was made 6/17/09.

GMAC Mortgage
3451 Hammond Ave
PO Box 780
Waterloo, IA 50704-0780

Doc 8413-1 Filed 03/30/15
Doc. Nos.: 1 Through 10

Entered 04/01/15 16:58:18
12 Thro Pg 2

Designated

GMAC Mortgage

#12

2/8/2013

11/08/12 15:30 3 0000396 20130208 1B2ZX101 GMACDUPL 1 OZ DOM 1B2ZX10000* 160275 01



WILLIAM J FUTRELL
THOMAS D MARAGOLIS, ATTORNEY AT LAW
125 E CHARLES ST
MUNCIE IN 47305-2478



RE: Account Number 7432626646
Property Address 8391 N 550 W
BRYANT IN 47326

Dear WILLIAM J FUTRELL:

We recently received your request for a Traditional loan modification. We are not able to fulfill your request at this time for the following reason(s):

The first trial payment was not received within the first month it was due, therefore we were not able to continue with the modification review.

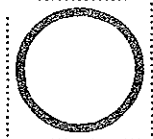
At this time, you may want to seek advice regarding your next steps. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD-approved housing counselor.

We will continue to work with you to explore options that may be available. If you have any questions, please contact your Relationship Manager, HEATHER MCCULLY at 1-877-928-4622 extension 2368768, between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday central standard time. If your agent is not available, one of their team members will assist you.

In addition, you may have your concerns reviewed by an independent advocate in our Executive Escalation Team. They may be reached at 866-924-8409 Monday through Friday from 8am to 5pm CT or via email at homeowner.help@mortgagebanksite.com.

HEATHER MCCULLY
Loan Servicing





O C W E N

12-12020-mg

Doc 8413-1 Filed 03/30/15

Entered 04/01/15 16:58:18

Designated

#13

Doc. Nos.: 1 Through 10 12 Thro Pg 27 of 53

Ocwen Loan Servicing, LLC

PO Box 780

Waterloo IA 50704-0780

HELPING HOMEOWNERS IS WHAT WE DO!™

OCWEN.MORTGAGEBANKSITE.COM

April 4, 2013

Thomas Margolis
Attorney At Law
125 E Charles Street Suite 214
Muncie IN 47305

RE:	Mortgager	William J Futrell
	Account Number	7432626646
	Property Address	8391 N 550 W
		Bryant IN 47326

Dear Thomas Margolis:

This letter is in response to correspondence addressed to GMAC Mortgage, LLC (GMACM) identified as a Qualified Written Request ("QWR") for information regarding the above-referenced account dated March 14, 2013 and received in our office March 19, 2013. This loan was recently transferred from GMACM to Ocwen Loan Servicing, effective February 16, 2013. Ocwen Loan Servicing's response is based upon the available account records acquired from GMACM.

According to those records, the mortgaged property loan was modified in May 2010. A copy of the Fixed Rate Loan Modification Agreement is enclosed. The interest rate was adjusted from 9.750% to 8.50%, and the new payment with escrow effective August 1, 2010 was \$705.53.

Unfortunately, we are unable to determine your specific questions or concerns regarding the servicing of the account based upon the correspondence received. We do not have record of receiving the information or appraisals from the United States Department of Agriculture (USDA) referenced in your correspondence. Additionally, these items would not affect a modification review.

An escrow account was established as part of the modification review in June 2009. The analysis completed June 17, 2009 included hazard insurance of \$1,352.53 and property taxes of \$64.19 and \$82.93.

A settlement offer of \$27,000.00 was made in November 2011; however, we did not receive a response and the offer was closed. Please be advised although a FICO score may have been listed on a loss mitigation denial letter sent to the borrower, this score would not have been used in the modification review.

April 4, 2013
Account Number 7432626646
Page Two

As of the date of this letter, the account is due for the July 2011 through April 2013 payments, late charges and fees in the amount of \$16,415.14.

We appreciate the opportunity to partner with you. If you have any further questions regarding the account, please contact the account's relationship manager, Heather McCully, at 877-928-4622, select option 5, and extension number 2368768, during the hours of 8:00 am through 9:00 pm CT, Monday through Friday.

Customer Care
Loan Servicing

Enclosures

KAB

Ocwen Loan Servicing, LLC is a debt collector attempting to collect a debt and any information obtained will be used for that purpose. However, if the debt is part of an active bankruptcy case or if your personal liability on the loan has been discharged through a prior bankruptcy court issued Order of Discharge, this communication is not intended as and does not constitute an attempt to collect a debt and is provided solely for information purposes.

A GMAC Company
 PO Box 205
 Waterloo, IA 50704-0205
 1-800-206-2981

Important Note: In accordance with RESPA requirements, this notice is being sent as a result of the review completed on your escrow account.

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

ACCOUNT NUMBER: ~~XXXXXXXXXX~~ 6646

PROPERTY ADDRESS:
 8391 N 550 W
 BRYANT IN 47326

* ANALYSIS DATE: JUNE 17, 2009

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section I:		ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT	AMOUNT(S) USED IN PRIOR ANALYSIS
DESCRIPTION	NEXT DUE DATE		
* FIRE	NOVEMBER 2009	1,352.53	0.00
COUNTY	NOVEMBER 2009	64.19	0.00
COUNTY	MAY 2010	82.93	0.00
* TOTAL ANNUAL DISBURSEMENTS:		1,499.65	0.00
TOTAL ESCROW PAYMENT:		124.97	0.00

The amounts above are based on either an estimate previously provided or the amount last disbursed.

NOTE: If you pay the escrow shortage amount of \$1,249.71, your new total payment will automatically be adjusted to \$782.22 effective with your AUGUST 01, 2009 payment. If you do not pay the shortage, your total payment effective AUGUST 01, 2009 will be \$886.36.

Payment change:	New	Prior Analysis
* Escrow	124.97	0.00
* Surplus/Shortage	104.14	0.00
Escrow Shortage Spread 12 Months		
* Total:	229.11	0.00
Principal/Interest	657.25	657.25
* Total Payment	886.36	657.25

Depending on the timing of when your next billing notice is released, you may not see the payment change until the following billing notice.

For details about the difference between the old and new payment amounts, please reference the ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT and AMOUNT(S) USED IN PRIOR ANALYSIS columns listed above.

Any questions regarding changes in the "Estimated Amount of Next Disbursement" should be directed to your Tax Authority and/or Insurance Company.
 To reach our insurance department call: 1-800-237-6787.

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

If you are utilizing a military allotment, or third-party company to make payments on your behalf, please notify your service of any payment changes.

#14

1084

12-12020-mg
GMAC Mortgage
PO Box 780
Waterloo, IA 50704-078

Doc 8413-1 Filed 03/30/15
Doc. Nos.: 1 Through 10

Entered 04/01/15 16:58:18
12 Thro Pg 30 of 53

Designated

#16

DEBT VALIDATION LETTER

June 10, 2009

06/04/09 15:00 0032010 20090610 EF3R0109 Branch 1 02 DOM EF3R012000 146316 LT



WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090



Howe
disputed
[Signature]

RE: Account Number: 7432626646
Property Address: 8391 N 550 W
BRYANT, IN 47326

Dear William J Futrell:

You should have recently received a letter advising you that the servicing of your account has been transferred to GMAC Mortgage. As a result of this transfer, Federal law requires that we provide you with the following information.

GMAC Mortgage is servicing your account on behalf of RESIDENTIAL FUNDING CORP, which currently owns the interest in your account. As of June 4, 2009, the total amount of the debt is \$73,341.47. Interest, late charges, legal costs and fees and other charges may also be included in the total amount of the debt. Please note that because interest, late charges, and other charges may continue to accrue on this debt, the total amount you pay may be greater than the amount indicated above.

Federal law provides that you have thirty (30) days after you receive this letter to dispute the validity of this debt or any part of it. If you DO NOT wish to dispute this debt or any portion of it within this thirty-day period, we will assume the debt is valid. If you DO wish to dispute this debt, notify us in writing within the thirty-day period and verification of the debt or a copy of a judgment against you will be provided to you by mail. In addition, we will provide you with the name and address of your original creditor if you request it in writing within the same thirty-day period. Please send all written requests to:

GMAC Mortgage
Attention: Customer Care
P.O. Box 4622
Waterloo, IA 50704-4622

This is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have been discharged of your personal liability for repayment of this debt, be advised that any action we may take, will be taken against the property only and not against you personally.

As required by law, you are hereby notified that: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GMAC letter dated 6/04/09

hibit 28

ACCOUNT NUMBER: 7482626646

WILLIAM J FUTRELL

Dear Homeowner(s):

As you know, we are the servicer for your mortgage loan. We maintain an escrow account for your loan. Part of your monthly payment is an escrow payment. We use the escrow funds to pay your escrow bills. These bills include property taxes, homeowners insurance, and other items as described in your mortgage contract.

The amount of your escrow payment depends upon the way we classified your contract. We have classified your contract as a "One Sixth Aggregate Cushion Contract." Under this kind of contract, we have estimated the amount of your future bills for escrow items. We have projected your account balance for the next year. Your projected account balance will fall to 1/6 of the total amount of your escrow bills at least once during the projected year. For example, if your estimated bills for escrow items total \$2400, your projected account balance should drop to at least \$400 (1/6 of \$2400) during the projected year following the analysis. Actual results will often differ from the projections. Differences in amounts will be considered in your next escrow analysis.

We may improperly classify a few contracts. If you believe that we have incorrectly classified your contract, contact us at the phone number or address listed below.

If you have any questions concerning your escrow analysis, please contact us at the phone number or address listed below.

GMAC Mortgage
3451 Hammond Ave.
P.O. Box 780
Waterloo, IA 50704-0780
1-800-766-4622 (Toll Free Number)

Very truly yours,

GMAC Mortgage
Escrow Analysis Department

P.O. Box 205
Waterloo, IA 50704-0205

P.O. Box 780
Waterloo, IA 50704-0780

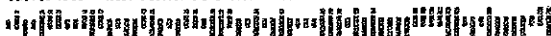
June 10, 2009

Homecomings and GMAC Mortgage
Account Number: 7432626646

Property Address

8391 N 550 W
BRYANT, IN 47326

06/04/09 15 00 0032010 20090610 EF3R0109 B/ENGCH 1 02 DOM EF3R010000 146315 LT



WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090



Dear William J Futrell :

We are writing to notify you that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold, or transferred from Homecomings Financial, LLC ("Homecomings Financial") to GMAC Mortgage, LLC (GMAC Mortgage), effective July 1, 2009.

Please note that GMAC Mortgage and Homecomings Financial are affiliated companies. The only change to your mortgage account will be the name of your loan servicer. Your new loan payments will be made payable to GMAC Mortgage instead of Homecomings Financial. Your account number, place for payments, and all other information relating to your mortgage loan remains the same.

The assignment, sale, or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of the transfer. Your new servicer must also send you this notice no later than 15 days after this effective date. In this case, all necessary information is combined in this one notice.

As of June 4, 2009 your current principal balance is \$71,251.99, your current escrow balance is \$0.00, your current interest rate is 9.750%, your total monthly payment is \$657.25, and your next due date is 5/1/2009.

Your present servicer is Homecomings Financial.

Prior to July 1, 2009, if you have any questions regarding your account or the transfer of servicing, call Homecomings Financial's Customer Care Department toll free at 1-800-206-2901 between 6:00 am and 10:00 pm Central Time, Monday through Friday, and between 8:00 am and 2:00 pm Central Time, on Saturdays.

Your new servicer will be GMAC Mortgage.

Beginning July 1, 2009, if you have any questions regarding your account or the transfer of servicing, call GMAC Mortgage's Customer Care Department toll free at 1-800-766-4622 between 6:00 am and 10:00 pm Central Time, Monday through Friday, and between 8:00 am and 2:00 pm Central Time, on Saturdays.

For GMAC Mortgage Customer Inquiries

Beginning July 1, 2009, written inquiries regarding your account should be directed to GMAC Mortgage's Customer Care Correspondence Department at the following address:

GMAC Mortgage
PO Box 4622
Waterloo, IA 50704-4622

For GMAC Mortgage Customer Payments

The mailing address for payments will not change. Payments will be processed by Homecomings Financial if received prior to July 1, 2009 and will be processed by GMAC Mortgage if received after July 1, 2009. Please send all payments due on or after that date to GMAC Mortgage at the following address:

GMAC Mortgage
PO Box 780
Waterloo IA 50704-0780

or the address provided on your GMAC Mortgage billing statement.

For Homecomings Financial Website Customer Payments

For Homecomings Financial Website Customer Payments, this service will be transitioned to the GMAC Mortgage

Exhibit 29

See Reverse Side For Important Information.

CUSTOMER INFORMATION

Name: William J Futrell
 Account Number: 7432626646
 Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

03/23/07 00 29 0001763 20090709 1G084801 GMFRB 1 0Z DOM 1G084800000 146316 GM

#BWNHJJPY
 #KW75550B09672#



WILLIAM J FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090



Handwritten notes: 1148, 730, 74, 41176, 730 74, 1545, 8-22

Customer Care Inquiries: 1-800-766-4622
 Home Financing Needs: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number 7432626646
 Current Statement Date July 03, 2009
 Maturity Date March 01, 2031
 Interest Rate 9.75000
 Current Principal Balance* \$71,173.66
 Current Escrow Balance \$82.93-
 Interest Paid Year-to-Date \$3,482.90
 Taxes Paid Year-to-Date \$82.93

Details of Amount Due/Paid

Principal and Interest \$657.25
 Subsidy/Buydown \$0.00
 Escrow \$229.11
 Amount Past Due \$1,314.50
 Outstanding Late Charges \$591.48
 Other \$290.75
 Total Amount Due \$3,083.09
 Account Due Date June 01, 2009

For questions on the servicing of your account,
 call 1-800-766-4622.

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PD SPEEDPAY FEE	05/01/09	07/03/09	\$7.50						\$7.50
SPEEDPAY FEE	05/01/09	07/03/09	\$7.50						\$7.50
Receipt	05/01/09	07/03/09	\$73.51						
Payment	05/01/09	07/03/09	\$657.25	\$78.33	\$578.92				
PROP INSPECTION FEE	04/01/09	07/02/09	\$11.25						\$11.25
CORP ADV 3 DRM	04/01/09	06/16/09	\$83.00						\$83.00
County Tax Paid	04/01/09	06/15/09	\$82.93			\$82.93			
PROP INSPECTION FEE	04/01/09	06/05/09	\$13.00						\$13.00

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Your special Repayment Plan request has been honored. Your next installment due is 09/01/09 in the amount of \$730.76.

As a reminder, there are no grace days on repayment plans. Any questions you have regarding this statement or your account may be directed to the number above.

See Reverse Side For Important Information

Name:

William J Futrell

8391 N 550 W
BRYANT

IN 47326

Account Number:

7432626646

Home Phone #:

(260)997-6976

Visit us at www.gmacmortgage.com for
account information or to apply on-line.

11/25/09 11:00:3 0001559 20100219 JB1828099 14E716 GM

#BWNHJPY

#KW75550B09672#



WILLIAM J FUTRELL

8391 N 550 W

BRYANT IN 47326-9090



Customer Care Inquiries:

1-800-766-4622

Home Financing Needs:

1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number 7432626646
Current Statement Date February 18, 2010
Maturity Date March 01, 2031
Interest Rate 9.75000
Current Principal Balance* \$71,015.09
Current Escrow Balance \$499.49
Interest Paid Year-to-Date \$0.00
Taxes Paid Year-to-Date \$0.00

Details of Amount Due/Paid

Principal and Interest \$657.25
Subsidy/Buydown \$0.00
Escrow \$50.83
Amount Past Due \$4,956.56
Outstanding Late Charges \$821.50
Other \$237.22
Total Amount Due \$6,723.36
Account Due Date August 01, 2009

For questions on the servicing of your account,
call 1-800-766-4622.

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PROP INSPECTION FEE	07/01/09	02/03/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$1.53						\$1.53
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$13.00						\$13.00
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Your special Repayment Plan request has been honored. Your next installment due is 03/01/10 in the amount of \$355.00.

As a reminder, there are no grace days on repayment plans. Any questions you have regarding this statement or your account may be directed to the number above.

GMAC Mortgage Account Statement

12-12020-mg

Doc 8415-1

Filed 05/30/10

Entered 05/30/10

Doc. Nos.: 1 Through 10 12 Thro Pg 36 of 53

CUSTOMER INFORMATION

Name: WILLIAM J FUTRELL
Account Number: 7432626646
Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
BRYANT IN 47326

GMAC Mortgage

#21

107209 10:30 3 0007364 20110114 KA134202 GMREGX 1 02 0041 KA13420000 146316 GM

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090



For Customer Care inquiries call: 1-800-766-4622
For Insurance inquiries call: 1-800-256-9962

MESSAGES

Please see your 1098 Mortgage Interest Statement below. For your convenience, we have printed this information on an easily detachable form.

See Reverse Side For Important Information And State Specific Disclosures

Account Information

Account Number 7432626646
Statement Date January 10, 2011
Interest Rate 8.50000
Interest Paid Year-to-Date \$538.67
Taxes Paid Year-to-Date \$0.00
Escrow Balance \$143.18
Principal Balance(PB)* \$75,929.67

Details of Amount Due/Paid

Principal and Interest \$656.86
Subsidy/buydown \$0.00
Escrow \$48.67
Additional Products/Services \$0.00
Amount Past Due \$0.00
Outstanding Late Charges \$0.00
Other \$0.00
Total Amount Due \$705.53
Account Due Date February 01, 2011

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Payment	01/01/11	01/10/11	\$705.53	\$118.19	\$538.67	\$48.67			
PD SPEEDPAY FEE	12/01/10	12/31/10	\$7.50						\$7.50
SPEEDPAY FEE	12/01/10	12/31/10	\$7.50						\$7.50
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25

2-2-11

Account Information

Account Number 7432626646
 Statement Date July 18, 2013
 Maturity Date March 01, 2031
 Interest Rate 8.50000
 Interest Paid Year-to-Date \$0.00
 Taxes Paid Year-to-Date \$117.32
 Escrow Balance \$0.00
 Principal Balance(PB)* \$75,326.06

Details of Amount Due/Paid

Principal and Interest \$656.86
 Subsidy/Buydown \$0.00
 Escrow \$0.00
 Amount Past Due \$16,421.50
 Outstanding Late Charges \$0.00
 Other \$0.00
 Total Amount Due \$17,078.36
 Account Due Date July 01, 2011

For Customer Care inquiries call: 1-800-766-4622
 For Insurance inquiries call: 1-800-256-9962
 For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Receipt	06/01/11	06/24/13	\$332.00						
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$18.25						\$18.25
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$13.00						\$13.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$20.00						\$20.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$21.75						\$21.75
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$13.00						\$13.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$13.00						\$13.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$21.75						\$21.75
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$14.75						\$14.75

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

!Attention Military Families! We are committed to doing what we can to support our customers in the military. If you or a member of your family are in the military and are experiencing a financial hardship, please contact us at 866-961-1412 or email us at Military.Families@mortgagebanksite.com to discuss your situation and identify possible alternatives.

See Reverse Side And Additional Pages For Important Information And State Specific Disclosures

PAGE 2 OF 2 PAGES
Mail This Portion With Your Payment

Account Number	Due Date	Mortgage Payment	Total Amount Due
7432626646	07/01/11	\$656.86	\$17,078.36

WILLIAM J FUTRELL

Amount Due With Late Fee if Received 15 Days AFTER Due Date
\$656.86



Please assist us in applying
your payment

Full Payment(s) \$
 ADDITIONAL Principal \$
 ADDITIONAL Escrow \$
 Late Charge \$
 Other Fees (please specify) \$
 Total Amount Enclosed \$

Sign here to receive information on
monthly ACH. See back for details.

OCWEN LOAN SERVICING, LLC

xhibit 12 A

GMAC Mortgage, LLC
PO Box 780

PAGE 1
DATE 02/18/10

#23

Waterloo

IA 50704-0780

REPAYMENT AGREEMENT-7432626646

MAIL

PROPERTY

WILLIAM J FUTRELL

8391 N 550 W

8391 N 550 W

BRYANT

IN 47326

BRYANT

IN 47326

PMT NUM	PLAN DUE DATE	PMT AMOUNT	PLAN AMOUNT	AMOUNT TO REG PMT	AMT TO LC/UNCOL	UNAPPLIED BALANCE	FIRST/LAST PMT APPLIED
01	03/01/10	355.00		0.00	0.00	355.00	
02	04/01/10	355.00E		708.08	0.00	1.92	08/09
03	05/01/10	355.00		0.00	0.00	356.92	
04	06/01/10	7881.18		7080.80	1157.30	0.00	09/09 06/10

PLAN TOTAL 8946.18

E - ESCROW CHANGE A - ALTERNATIVE LOAN P&I CHANGE B - BUYDOWN SUBSIDY CHANGE

000 COL 2502

WILLIAM J. FUTRELL
8391 N 550 W PH. 260-997-6976
BRYANT, IN 47326


2998

2-22-2010
DATE

71-7515/2749

PAY TO THE ORDER OF MAC Mortgage \$ 355.00
Three Hundred Fifty Five Dollars

Security Features Details on Back.

 **Marion School Employees
Federal Credit Union**
MARION, INDIANA 46952

FOR Repayment - 7432626646 W. J. Futrell

⑆276975152⑆ 8000106768 2998

© HARLAND 2001

Date Data as-of: Ma

12-12020-mg

Doc 8413-1 Filed 03/30/15
Doc. Nos.: 1 Through 10

Entered 04/01/15 16:58:18
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Designated

Trans Added Date	Trans Type	Transaction Message	Trans User Name
05/07/2010	CIT	payment amount - adv 3p she has two options -	JENA JACKSON
05/07/2010	CIT	completing the trial and hopefully getting	JENA JACKSON
05/07/2010	CIT	perm mod, which will bring loan current,	JENA JACKSON
05/07/2010	DM	CANCEL ON ACCT, SHE STS SHE WILL LET HER STATES	SHANETRA CULPEPPER
05/07/2010	DM	ATTY OFFICE HANDLE, B.C SHE HAS A SIGNED	SHANETRA CULPEPPER
05/07/2010	DM	AGREEMENT, ADVS THE PREVIOUS PLAN WAS NOT SETUP	SHANETRA CULPEPPER
05/07/2010	DM	BASED ON THE MODIFICATION GUIDELINES, SCULPEP/6992	SHANETRA CULPEPPER
05/07/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	SHANETRA CULPEPPER
05/07/2010	DM	TT ARTP ALLICIA J. FUTRELL, ADVS REPAY PLAN AND	SHANETRA CULPEPPER
05/07/2010	DM	NEXT DUE 5/1 IAO 704.23, SHE STTS SHE HAS BEEN	SHANETRA CULPEPPER
05/07/2010	DM	DEALING WITH JENNA WILLIAMS, AND SHE SETUP PLAN AS	SHANETRA CULPEPPER
05/07/2010	DM	355.00, ADVS THAT PLAN WAS CANCELLED AND THE	SHANETRA CULPEPPER
05/07/2010	DM	704.23 IS HER TARGET PYMT FOR THE LOAN MOD, ADVS	SHANETRA CULPEPPER
05/07/2010	DM	THE PYMT WAS DUE ON 5/1 AND AFTER 5/1 PLAN WILL	SHANETRA CULPEPPER
05/07/2010	DM	ACTION/RESULT CD CHANGED FROM OAPC TO OAAI	SHANETRA CULPEPPER
05/05/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/05/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/05/2010	DMD	04/14/10 14:27:10 No answer	DAVOX INCOMING FILE
05/04/2010	DM	EARLY IND: SCORE 116 MODEL EI90S	SYSTEM ID
05/03/2010	DM	PROMISE BROKEN 05/03/10 PROMISE DT 05/01/10	SYSTEM ID
05/03/2010	OL	WDOYOUS-PMT PROCESSING PART OF TOTAL DUE	EVELYN GONZALEZ
05/03/2010	NT	Sent check for \$355.00 for cus. as of 06 pymts	EVELYN GONZALEZ
05/03/2010	NT	due	EVELYN GONZALEZ
04/29/2010	CIT	040 DONE 04/29/10 BY TLR 13944	JENA JACKSON
04/29/2010	CIT	TSK TYP 246-ADVOCACY RESOLU	JENA JACKSON
04/29/2010	CIT	040 new cit 246---hamp Inq---conf acct on active	JENA JACKSON
04/29/2010	CIT	trial mod, nrt install due 05/01/10, last	JENA JACKSON
04/29/2010	CIT	install due 06/01/10, conf once completed,	JENA JACKSON
04/29/2010	CIT	will review for pm - adv default/breach	JENA JACKSON
04/29/2010	CIT	letters will cont as the account is	JENA JACKSON
04/29/2010	CIT	contractually due for the 09/01/09 pymnt, if	JENA JACKSON
04/29/2010	CIT	pm approved or loan reinstated, def/breach	JENA JACKSON
04/29/2010	CIT	letters will cease. jenaw/2366257	JENA JACKSON
04/27/2010	FSV	INSP TP R RESULTS RCVD; ORD DT=04/15/10	CORY STARR
04/27/2010	LMT	LMT BPO/APPRaisal REC ADDED	CHRISTINE PRESTON

Trans Added Date	Trans Type	Transaction Message	Trans User Name
06/18/2009	DM	BREACH HOLD PLACED-EXPIRATION DATE 07/16/09	TEMP XA1
06/18/2009	CIT	008 DONE 06/18/09 BY TLR 21136	LONDON HUCK
06/18/2009	CIT	TSK TYP 316-TRIAL HMP NON-E	LONDON HUCK
06/18/2009	LMT	BPO OBTAINED (5) COMPLETED 06/18/09	LONDON HUCK
06/17/2009	CIT	008 retarget cit 316 to teller 21136	CAMILLE WEILAND
06/17/2009	CIT	perm mod efft date: 11/09	CAMILLE WEILAND
06/17/2009	CIT	cap amt: 82.93	CAMILLE WEILAND
06/17/2009	CIT	shlg amt: 1541.69	CAMILLE WEILAND
06/17/2009	CIT	esc:prnt (1/12th): 124.97	CAMILLE WEILAND
06/17/2009	CIT	1/60th amt of shlg: 25.69	CAMILLE WEILAND
06/17/2009	VEA	ONLINE ESCROW ANALYSIS SENT TO PRINT VENDO	CAMILLE WEILAND
06/17/2009	CIT	009 DONE 06/17/09 BY TLR 02431	YOGESHWARI VENKATES
06/17/2009	CIT	TSK TYP 602-CASH FLOW ADDIT	YOGESHWARI VENKATES
06/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
06/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
06/16/2009	DMD	06/16/09 15:10:20 MSG ANS MACH	DAVOX INCOMING FILE
06/16/2009	CIT	008 retarget cit 316- balboa- loan changed from	KRISTINE KOWAL
06/16/2009	CIT	non escrow to escrow thank you	KRISTINE KOWAL
06/16/2009	CIT	Roxanne x 1342. O Typo?	KRISTINE KOWAL
06/16/2009	NT	outbound call made to advise borrower that	API CSRV
06/16/2009	NT	complete workout package received and that we will	API CSRV
06/16/2009	NT	contact them.	API CSRV
06/16/2009	DM	B1 GAVE AUTH FOR ALECIA-VRY ALL*LIP RFD-NONE LM	KATHY STRUBEL
06/16/2009	DM	ALERT-HOMECOMINGS LOANS-ADV STILL IN PROCESS OF	KATHY STRUBEL
06/16/2009	DM	REVIEW-GAVE CORRECT NUMBER FOR HER TO CALL FOR	KATHY STRUBEL
06/16/2009	DM	UPDATES-ADV DID RECVD 08 TAX RETRN PER LG -60 TAT	KATHY STRUBEL
06/16/2009	DM	AND TO CONT TO MAKE PMT IF POSS-LC CALL LTS CREDI	KATHY STRUBEL
06/16/2009	DM	ACTION/RESULT CD CHANGED FROM BRTR TO LMDC,	KATHY STRUBEL
06/16/2009	DM	TT B1 V XREF TO LM	DEBORAH RIGEL
06/16/2009	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRTR	DEBORAH RIGEL
06/15/2009	NT	See Previous Notes, glee1@2863	OSMIN HERRERA
06/15/2009	CIT	009 new cit #602- fax received: Income Tax Return,	OSMIN HERRERA
06/15/2009	CIT	Imaged as WOUT, glee1@2863	OSMIN HERRERA
06/15/2009	CIT	009 new cit #602- fax received: Income Tax Return,	OSMIN HERRERA
06/15/2009	CIT	Imaged as WOUT, glee1@2863	OSMIN HERRERA

Date Data as-of: Ma

12-12020-mg

Doc 8413-1 Filed 03/30/15
Doc. Nos.: 1 Through 10

Entered 04/01/15 16:58:18
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Designated

Trans Added Date	Trans Type	Transaction Message	Trans User Name
10/30/2009	DM	1X AUTH TO SPK W/ WIFE ABT ACCT, SENT OUT AUTH	ROBERT TEAL
10/30/2009	DM	LTR, GV VERBAL AUTH FOR B1 TO SPK ON SD HE WANTS A	ROBERT TEAL
10/30/2009	DM	QUALIFIED WRITTEN REQUEST	ROBERT TEAL
10/30/2009	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRTR	ROBERT TEAL
10/30/2009	NT	B1 cld re: Letter mailed to customer.	ROBERT TEAL
10/30/2009	NT	Letter: 2:68	ROBERT TEAL
10/30/2009	OL	WDOYCUS - RELEASE OF INFO COVER LTR & AU	ROBERT TEAL
10/30/2009	DM	TTB1 VED INFO, B1 GV VERBAL AUTH FOR B1 TO SPK ON	BARBARA JONES
10/30/2009	DM	THE ACCT, SNT 3P AUTH FORM, SD HE WANTS A	BARBARA JONES
10/30/2009	DM	QUALIFIED WRITTEN REQUEST FOR BREAKDOWN OF	BARBARA JONES
10/30/2009	DM	ESCROW - BORR SD SNT IN QUAL WRITTEN REQUEST, WANT	BARBARA JONES
10/30/2009	DM	DETAILED INFO	IARA JONES
10/30/2009	DM	PMTS.	IARA JONES
10/30/2009	DM	ACTION/RESU	IARA JONES
10/30/2009	NT	B1 cld re: Letter	IARA JONES
10/30/2009	NT	Letter: 2:68	IARA JONES
10/30/2009	OL	WDOYCUS - F	IARA JONES
10/30/2009	DM	TT B1 VAI AD	VANDAGRIFF
10/30/2009	DM	NEW PMT WI	VANDAGRIFF
10/30/2009	DM	ADV BORROV	VANDAGRIFF
10/30/2009	DM	UP.. ADV DUE	VANDAGRIFF
10/30/2009	DM	NOT RCVD T	VANDAGRIFF
10/30/2009	DM	HAVE TO STA	VANDAGRIFF
10/30/2009	DM	ACTION/RES	VANDAGRIFF
10/22/2009	FSV	INSP TYPE D	TEM ID
10/22/2009	NT	Loan on HFN	PT-DEB MCCREA
10/22/2009	NT	inspection if n	PT-DEB MCCREA
10/21/2009	DM	VAI ADVS OF ACCT STAT SPOKE WITH BR GAVE AUTH TO	SHANETRA CULPEPPER
10/21/2009	DM	SPEAK WITH WIFE ALISHA WIFE HAD QUESTIONS IN REGDS	SHANETRA CULPEPPER
10/21/2009	DM	TO MOD ADSV WILL TRANS TO MOD TEAM ADSV DID NOT	SHANETRA CULPEPPER
10/21/2009	DM	WANT TO BE TRANS ADSV WILL SIGN MOD DOCS AND SEND	SHANETRA CULPEPPER
10/21/2009	DM	BACK NO LTR 10/27 LJENKINS	SHANETRA CULPEPPER
10/21/2009	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	SHANETRA CULPEPPER
10/21/2009	DM	TT U3P ALISHA FUTRELL, XFERED TO LM.	MOSES MUNGA
10/21/2009	DM	ACTION/RESULT CD CHANGED FROM BRTR TO OAAI	MOSES MUNGA

Date Data as-of: Ma

12-12020-mg

Doc 8413-1

Filed 03/30/15

Entered 04/01/15 16:58:18

Designated

Doc. Nos.: 1 Through 10

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Trans Added Date	Trans Type	Transaction Message	Trans User Name
11/06/2009	OL	WDOYWOYCUS - AUTHORIZATION CONFIRMATION	LEIGH FRAME
11/05/2009	CIT	016 new cit 241 corr rovd	SUSAN PARKER
11/03/2009	DM	EARLY IND: SCORE 196 MODEL EI90S	SYSTEM ID
11/03/2009	CIT	015 new cit 241 corr rovd	SUSAN PARKER
11/03/2009	CIT	014 new cit 255-corr rec	JACOB HUTCHISON
11/02/2009	NE	Fax Recvd: Qualified Written Request, Initial	NOBIL JOSEPH
11/02/2009		inwarded to	NOBIL JOSEPH
11/02/2009		RR_Glee1@2863	NOBIL JOSEPH
11/02/2009		lal	NOBIL JOSEPH
11/02/2009		inwarded to	NOBIL JOSEPH
11/02/2009		2UT_Glee1@2863	NOBIL JOSEPH
10/30/2009		10/22/09	SYSTEM ID
10/30/2009		A FUTRELL ADVSD TO	JOHNSY JAYAPAL
10/30/2009		APPRVD ADVSD TO	JOHNSY JAYAPAL
10/30/2009		PYMNT INCLUDES	JOHNSY JAYAPAL
10/30/2009		LMDC TO LMDC	JOHNSY JAYAPAL
10/30/2009		A STATMNT TAT	JOHNSY JAYAPAL
10/30/2009		BE FORGVN & CHK	JOHNSY JAYAPAL
10/30/2009		DUE NOT PAID	JOHNSY JAYAPAL
10/30/2009		FORGVN AFTR MOD GETS	JOHNSY JAYAPAL
10/30/2009		PPRVL	JOHNSY JAYAPAL
10/30/2009	DM	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC	JOHNSY JAYAPAL
10/30/2009	DM	ALSO ADVSD ESCRW IS TAKECRE & DUE WILL BE SPREAD.	JOHNSY JAYAPAL
10/30/2009	DM	ADVSD TO MKE FIRST PYMNT DUE FOR 11/01. A3P UNABLE	JOHNSY JAYAPAL
10/30/2009	DM	TO SEND IN THE DOCS& FUNDS ON 11/01 ADVSD TO SEND	JOHNSY JAYAPAL
10/30/2009	DM	IN BFR 11/15. ADVSD TO SEND IN THE AN AUTHR FOR	JOHNSY JAYAPAL
10/30/2009	DM	ATTRNEY HWVER LTTR IS SENT OUT ON 10/30 REGRDING	JOHNSY JAYAPAL
10/30/2009	DM	QULFY WRTTN REQST.....JOHNSY	JOHNSY JAYAPAL
10/30/2009		IM OAAI TO LMDC	ROBERT TEAL
10/30/2009		50 ADDED TO END OF	ROBERT TEAL
10/30/2009		TAXES ARE \$500 AND	ROBERT TEAL
10/30/2009		ER TO LMT.	ROBERT TEAL
10/30/2009		IM BRTR TO OAAI	ROBERT TEAL
10/30/2009		POSS F/C GAVE	ROBERT TEAL

Rescap Histories5.rep

Trans User Name	
36	KIM ALBERT ARAJA
E	DAVOX INCOMING FILE
	DAVOX INCOMING FILE
	DAVOX INCOMING FILE
	JOHN SINK
	JOHN SINK
	DAVOX INCOMING FILE
	DAVOX INCOMING FILE
	DAVOX INCOMING FILE
	JOSHUA KNEALE
	JOSHUA KNEALE
	JOSHUA KNEALE
	JOSHUA KNEALE
	JOSHUA KNEALE
	JOSHUA KNEALE
	JOSHUA KNEALE
	JOSHUA KNEALE
	SYSTEM ID
	SHEILA CHECKETTS
	SHEILA CHECKETTS
	SHEILA CHECKETTS
	SYSTEM ID
	CHRIS SCOTT
	CHRIS SCOTT
	FELICIA JOHNSON
	FELICIA JOHNSON
	FELICIA JOHNSON
	FELICIA JOHNSON
	FELICIA JOHNSON
	SARMISTHA CHOUDHURY
	SARMISTHA CHOUDHURY
	SARMISTHA CHOUDHURY
	SARMISTHA CHOUDHURY
	SARMISTHA CHOUDHURY

still
shortage fund

11/24/2009	NT	BR does not agree with escrow on the PMMod Docs ✓ and will not sign until the situation is addressed. They have informed their attorney. F have sent email to responsible rep and asked rep to address issue.
11/24/2009	NT	INSR TYPE D ORDERED; REQ CD = AUTO DELQ
11/24/2009	NT	018 Open new CIT 130 - Balboa - borrower is requesting a new analysis. The new ins premium is \$352.37 Thank you Sheila 1380.
11/23/2009	FSV	BILLING STATEMENT FROM REPORT R628
11/19/2009	CIT	017 Deleting CIT 734. Breakdown of escrow is in notes from June.
11/17/2009	DM	TTBR1, VAI, ADV BREACH, TAD, LC, CRD, UNAP FUNDS, LOAN
11/17/2009	DM	MOD PENDING, TTA3P ALISHA (WIFE) ASKED WHEN FORCED
11/17/2009	DM	PLACED INSUR MADE ON ACCT, ADV MRS NEED TO CL TR
11/17/2009	DM	TO ESCROW, PARTY H/U WHILE CL TR... F JOHNSON 2532
11/17/2009	DM	ACTION/RESULT CD CHANGED FROM LMDC TO BRUN
11/17/2009	DM	B/R CALLED AND GAVE AUTH FOR SPOUSE ALISHA
11/17/2009	DM	FUTRELL ASKED ABT THE INS DETIALS, ADV TO CONTACT
11/17/2009	DM	INS DEPT, SPOUSE WANTED TO BE TRANSFERRED TO LOAN
11/17/2009	DM	RES, XREF THE CALL, SARMI
11/17/2009	DM	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC

[illegible]

Trans Added Date	Trans Type	Transaction Message	Trans User Name
05/14/2010	DM	CL BE REF TO FC.B1 BECAME ANGRY STAT'N JENA	RUFFIN FELICIA
05/14/2010	DM	WILLIAMS TOLD HIM THAT HE CLD STILL MAKE THE	RUFFIN FELICIA
05/14/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI	RUFFIN FELICIA
05/14/2010	DM	PYMT...AFTER READING THE ACCOUNT JENA DID NOTATE	RUFFIN FELICIA
05/14/2010	DM	THE ACCT INDICATING THIS..BC OF THIS I ACCEPTED	RUFFIN FELICIA
05/14/2010	DM	HIS PYMT AND ADV.B1 THAT AN EMAIL HAS BEEN SENT TO	RUFFIN FELICIA
05/14/2010	DM	JENA ADV'N OF THIS..ADV.B1 TT I ALSO ASKED JENA TO	RUFFIN FELICIA
05/14/2010	DM	CALL HIM ONCE CORRECTION WAS	RUFFIN FELICIA
05/14/2010	DM	MADE..RECAP..FELICIAL..	RUFFIN FELICIA
05/14/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN	RUFFIN FELICIA
05/13/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/13/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/13/2010	DMD	05/13/10 10:42:26 ANSWERING MACHINE	DAVOX INCOMING FILE
05/13/2010	LMT	FILE CLOSED (7) COMPLETED 05/13/10	ARUL KUMAR
05/13/2010	LMT	LOSS MIT DENIED BORROWER REFUSES TO CONTRIBUTE	ARUL KUMAR
05/13/2010	LMT	TRIAL MOD FAILED (1053) COMPLETED 05/13/10	ARUL KUMAR
05/13/2010	LMT	PURSUE LN MODIFCATN (1000) COMPLETED 05/13/10	ARUL KUMAR
05/13/2010	OL	WDOYLM - REPAY PLAN CANCEL	ARUL KUMAR
05/11/2010	DM	REPAY PLAN CANCELED AUTOMATIC	BRIAN FULGENCE
05/10/2010	NT	fyj---also adv a3p Alicia must have funds by	JENA JACKSON
05/10/2010	NT	05/14/10 for trial to stay active. jenaw/2365257	JENA JACKSON
05/10/2010	CIT	042 DONE 05/10/10 BY TLR 13944	JENA JACKSON
05/10/2010	CIT	TSK TYP 246-ADVOCACY RESOLU	JENA JACKSON
05/10/2010	CIT	042 fyj---rec'd conf trial will stay intact, even	JENA JACKSON
05/10/2010	CIT	If funds rec'd on 05/14/10--will check back on	JENA JACKSON
05/10/2010	CIT	acct to confirm funds rec'd. jenaw/2365257	JENA JACKSON
05/07/2010	CIT	042 fyj--snt req to kharris to conf if trial can	JENA JACKSON
05/07/2010	CIT	stay active until the 14th to give cust time	JENA JACKSON
05/07/2010	CIT	to come up with rest of may trial payment.	JENA JACKSON
05/07/2010	CIT	jenaw/2365257	JENA JACKSON
05/07/2010	CIT	042 new cit 246---rec'd call from a3p, adv they	JENA JACKSON
05/07/2010	CIT	will have the 704.xx needed for the may	JENA JACKSON
05/07/2010	CIT	install on 05/14 - inq if they could make	JENA JACKSON
05/07/2010	CIT	pyrmt then and stay on the trial, adv will	JENA JACKSON
05/07/2010	CIT	check but no guarantees, adv 3p will contact	JENA JACKSON

Trans Added Date	Trans Type	Transaction Message	Trans User Name
11/21/2012	DM	BREACH.	HEATHER MCCULLY
11/21/2012	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	HEATHER MCCULLY
11/21/2012	DM	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE	HEATHER MCCULLY
11/21/2012	DM	SENT. INBOUND CALL	HEATHER MCCULLY
11/21/2012	DM	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI	HEATHER MCCULLY
11/21/2012	CIT	087 cap amt: 1024.39	DIANE VOLLENWEIDER
11/21/2012	CIT	shgt amt: 301.97	DIANE VOLLENWEIDER
11/21/2012	CIT	esc prnt (1/12th): 50.32	DIANE VOLLENWEIDER
11/21/2012	CIT	1/60th amt of shgt: 5.03	DIANE VOLLENWEIDER
11/21/2012	CIT	Monthly Hazard Insurance Amt 30.85	DIANE VOLLENWEIDER
11/21/2012	CIT	Monthly Real Estate Tax Amt 19.47	DIANE VOLLENWEIDER
11/21/2012	CIT	Monthly Mortgage Insurance Amt 0.00	DIANE VOLLENWEIDER
11/20/2012	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
11/19/2012	CIT	086 Retarget CIT#607; Escrow Reviewing for full Decision 1	TERRI SMOCK-SCRIPT
11/19/2012	CIT	087 New CIT 326 Please run what if escrow analysis; roll 2 months-effective APR 2013 and retarget to teller 5995 when complete	TERRI SMOCK-SCRIPT
11/19/2012	CIT	086 Opening CIT#607 Review for Traditional Mod	TERRI SMOCK-SCRIPT
11/16/2012	CIT	084 DONE 11/16/12 BY TLR 02571	TERRI SMOCK-SCRIPT
11/16/2012	CIT	TSK TYP 854-CORE CASH FLW P	TIM WOODRUFF-SCRIPT
11/16/2012	CIT	084 Close CIT#854. Post DTI below 25% or greater than 42%.	TIM WOODRUFF-SCRIPT
11/16/2012	CIT	FC Sale dispute good through 12/17/12	TIM WOODRUFF-SCRIPT
11/16/2012	NT	M020 Modification denial letter requested from Vendor.	TIM WOODRUFF-SCRIPT
11/16/2012	NT	Failed HMP Decision 2 POSTDT12	TIM WOODRUFF-SCRIPT
11/15/2012	NT	084 Retarget CIT#854, Failed HMP Decision 2 sending denial letter	SCRIPT - TYLER GENT
11/15/2012	CIT	084 Retarget CIT 854 to 31282, 2nd look complete.	SCRIPT - TYLER GENT
11/14/2012	CIT	2nd look income variance is 00%.	SCRIPT - TYLER GENT
11/14/2012	NT	INCOME 2ND LOOK CMPL (40) COMPLETED 11/14/12	CLINT PETTIT
11/14/2012	LMT	INSP TP D RESULTS RCVD; ORD DT=11/05/12	CLINT PETTIT
11/14/2012	FSV	INSP TP D RESULTS RCVD; ORD DT=11/05/12	SYSTEM ID
11/14/2012	NT	Loss Mit Late Charge Suppression	MARY SAND-SCRIPT ID
11/14/2012	NT	ON BUR RPT STATUS=N/EXPIRE DT = 11/29/12	SYSTEM ID

Trans Added Date	Trans Type	Transaction Message	Trans User Name
09/07/2012	NT	Phone :260-997-6976	HERBERT DIAZ
09/07/2012	NT	Time :9:00 am	HERBERT DIAZ
09/07/2012	HMP	FINANCIAL INFORMATION COLLECTED FOR HMP	HERBERT DIAZ
09/07/2012	HMP	LMT BORR FIN REC ADDED	HERBERT DIAZ
09/07/2012	CIT	077 New CIT -854- Financial Package Rcvd, imaged	HERBERT DIAZ
09/07/2012	CIT	as -WOUT- KSteinmet 4673	HERBERT DIAZ
09/07/2012	NT	Financial Package Rcvd, imaged as -WOUT-. Package	HERBERT DIAZ
09/07/2012	NT	sent for review. KSteinmet 4673	HERBERT DIAZ
09/07/2012	DM	ACTION/RESULT CD CHANGED FROM BRSS TO NOTE	HERBERT DIAZ
09/08/2012	DM	TT B1; ADV'D CHECKING TO SEE IF THEY GOT THE FIN	HERBERT DIAZ
09/06/2012	DM	PKG. B1 SD YES, AND HE IS IN THE PROCESS OF	MIRELA ALIC
09/06/2012	DM	COMPLETING THE DOCS. ADV'D OF BRCH LTR AND ADV'D	MIRELA ALIC
09/08/2012	DM	WILL FOLLOW UP ONCE THE DOCS ARE AV.	MIRELA ALIC
09/06/2012	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS	MIRELA ALIC
09/06/2012	DM	LOSS_MIT_OPTIONS/HAMP_DISCUSSED	MIRELA ALIC
09/06/2012	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	MIRELA ALIC
09/06/2012	DM	OCCUPANCY_OBTAINED	MIRELA ALIC
09/05/2012	DM	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI	MIRELA ALIC
09/06/2012	NT	"QWR Acknowledgement Letter sent to	DALE BUXTON
09/06/2012	NT	borrower."	DALE BUXTON
09/06/2012	OL	WDOYCorr recvd-response pending1	DALE BUXTON
09/05/2012	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
09/05/2012	CIT	076 new cit 241 corr rcvd	SUSAN PARKER
09/05/2012	CIT	076 new cit 241 corr rcvd	SUSAN PARKER
09/04/2012	CIT	075 DONE 09/04/12 BY TLR 01504	RACHEL KRUGER
09/04/2012	CIT	TSK TYP 155-CC TRACK - LM F	RACHEL KRUGER
09/04/2012	CIT	075 Closing CIT 155	RACHEL KRUGER
08/31/2012	NT	CIT 155-LM package sent	API CSRV
08/30/2012	DM	TT B1; CALLED TO SEE WHEN CUSTOMERS WILL BE	MIRELA ALIC
08/30/2012	DM	SENDING FIN PKG BACK? B1 SD THEY NEED A NEW COPY.	MIRELA ALIC
08/30/2012	DM	SENT OUT A FIN PKG. ADV'D OF BRCH LTR AND RISK OF	MIRELA ALIC
08/30/2012	DM	FCL STATUS. ADV'D I WILL FOLLOW UP NEXT WEEK.	MIRELA ALIC
08/30/2012	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS	MIRELA ALIC
08/30/2012	DM	LOSS_MIT_OPTIONS/HAMP_DISCUSSED	MIRELA ALIC
08/30/2012	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	MIRELA ALIC

12-12020-mg Doc 8315-7

Filed 03/16/15 Entered 03/16/15 16:35:27
Declaration Pg 120 of 159

Exhibit D to

Date Data as of M

Doc 8413-1 Filed 03/30/15
Doc. Nos.: 1 Through 10Entered 04/01/15 16:58:18
12 Thro Pg 48 of 53

Designated

Trans Added Date	Trans Type	Transaction Message	Trans User Name
06/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
06/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
06/02/2009	DMD	06/02/09 13:19:08 MSG TO VOICE ✓	DAVOX INCOMING FILE
06/02/2009	NT	Ran cal customer appr for special forbearance plan	LOLYTA PEREZ
06/02/2009	NT	for target pymt w/ fax in info	LOLYTA PEREZ
06/02/2009	CIT	006 NEW CIT 808 please hold br customer mde pymt	LOLYTA PEREZ
06/02/2009	CIT	657.25 appr for special forbearance plan	LOLYTA PEREZ
06/02/2009	DM	TT B1 VAI RFD ERROR IN PYMT ADV OF	LOLYTA PEREZ
06/02/2009	DM	TAD,BR,FCL,CRD,LC, WL MKE PYMT VIA 657.25+12.50FEE	LOLYTA PEREZ
06/02/2009	DM	2009060289148678 APPR FOR 5 MONTH SPECIAL	LOLYTA PEREZ
06/02/2009	DM	FORBEARANCE PLAN ADV WL FAX IN W/O PACKET MONIQUE D.	LOLYTA PEREZ
06/02/2009	DM	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME	LOLYTA PEREZ
06/02/2009	DM	ACTION/RESULT CD CHANGED FROM NOTE TO BRSS	LOLYTA PEREZ
06/01/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
06/01/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
06/01/2009	DMD	06/01/09 15:31:03 NO ANS	DAVOX INCOMING FILE
05/29/2009	DM	AUTOMATED INTEREST ACCRUAL HOLD ACTIVE	SYSTEM ID
05/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/29/2009	DMD	05/29/09 11:43:36 NO ANS	DAVOX INCOMING FILE
05/26/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/26/2009	DMD	05/26/09 19:05:23	DAVOX INCOMING FILE
05/26/2009	DMD	05/26/09 11:14:54	DAVOX INCOMING FILE
05/26/2009	DM	U3P MRS FUTRELL CI, ASKED ?S REGARDING THE FIN	KATHLEEN BERNARDINO
05/26/2009	DM	ANALYSIS FORM	KATHLEEN BERNARDINO
05/26/2009	DM	ACTION/RESULT CD CHANGED FROM BRML TO NOTE	KATHLEEN BERNARDINO
05/22/2009	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
05/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/21/2009	DMD	05/21/09 08:16:15 UN-SUCCESSFUL	DAVOX INCOMING FILE
05/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
05/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

#25

981 F. 2d 916, 931 (7th Cir. 1992). Plaintiffs claiming civil rights violations under 42 U.S.C. § 1983 may also recover for emotional distress. *See Biggs v. Village of Dupo*, 892 F.2d 1298, 1304 (7th Cir. 1990). Plaintiffs who have suffered housing discrimination or civil rights violations, the Trust argues, are likely to suffer psychological harm. Although it is possible that a borrower may experience psychological frustration or distress due to a servicer's failure to respond to a QWR, the Trust argues, distress is less likely and should not be compensable under RESPA. (See ECF Doc. # 7118 at ¶ 20.)

The Court agrees with the Trust that the analysis does not end with the designation of RESPA as a remedial statute. But the Court also agrees with other courts that have allowed recovery of emotional distress damages in RESPA cases. First, although there are several district court opinions discussing RESPA and emotional distress damages, few circuit courts have addressed the issue. Of the circuits that have addressed the issue, two have indicated that emotional distress damages should be allowed, while no circuit appears to have ruled that emotional damages are *not* allowed. *See Houston v. U.S. Bank Home Mortg. Wisconsin Servicing*, 505 Fed. App'x 543, 548, 548 n.6 (6th Cir. 2012) (remanding case for further fact finding about alleged emotional damages arising from servicer's failure to respond to QWR and holding that "[w]e find nothing in the text of § 2605(f), or in RESPA more broadly, to preclude 'actual damages' from including emotional damages, provided that they are adequately proven"); *Catalan*, 629 F.3d at 696 (acknowledging that GMACM conceded that RESPA allowed for recovery of emotional distress damages). Additionally, the Eleventh Circuit explained that a plaintiff alleging a RESPA violation "arguably may recover for non-pecuniary damages, such as emotional distress and pain and suffering" *McLean v. GMAC Mortg. Corp.*, 398 Fed.

App'x 467, 471 (11th Cir. 2010) (rejecting emotional distress damages in RESPA claim because plaintiffs failed to adequately demonstrate causation).

Second, looking beyond the mere designation of RESPA as remedial, the Court still concludes that the consumers' interests at stake in RESPA warrant a consumer-oriented interpretation of "actual damages" to allow for emotional distress damages in appropriate cases. The statute requires servicers to provide a substantive response to borrowers who believe that their accounts are in error. 12 U.S.C. § 2605 (B)(ii). This information is not trivial—an error on a borrower's account can have significant consequences to a borrower, leading to improper charges, misapplied payments, or even wrongful foreclosure. The Court can imagine few things more important to borrowers than keeping their homes. Thus, interpreting "actual damages" in favor of consumers seems appropriate.

This case demonstrates exactly why responses to QWRs can be crucial. If GMACM had responded to the QWR, it could have saved all of the parties much grief. The Trust asserts that GMACM instructed its lawyer to dismiss the Foreclosure Action shortly after initiating the case in August 2009. GMACM should have been alarmed to learn from the QWR, sent in October 2009, that the Foreclosure Action was still continuing. If it had complied with its statutory duty, GMACM would have investigated and responded no later than December 28, 2009. Since GMACM had already allegedly acknowledged by telephone with Mrs. Mack that the Foreclosure Action was filed by mistake and should have been dismissed, there were no difficult or complex issues, or lender policies that could have made an appropriate response difficult or time-consuming to determine. GMACM has admitted that the Macks were not in default. What else did GMACM need to know to stop the chain of events that it set in motion? GMACM could and should have promptly investigated further, and perhaps most importantly, fired Stern, the lawyer

GMACM had hired and who failed to carry out GMACM's directive to dismiss the foreclosure action. Instead, GMACM, by its inaction, allowed the case to linger.

None of this is to say that Mack has an easy road ahead of him. He faces an uphill battle in demonstrating causation and damages—he must separate the emotional distress resulting from the failure to respond to the QWR from the emotional distress due to the Foreclosure Action. But the events here demonstrate why a borrower should be entitled to recover emotional distress damages under RESPA. Faced with a maddening and admittedly unwarranted foreclosure, the Macks got nothing but silence or misinformation from GMACM.

III. CONCLUSION

Mack may not assert against GMACM any damages relating to the commencement of the Foreclosure Action or the decline in value of the Macks' property for which the Macks have already been compensated by Deutsche Bank. Those claims are barred by res judicata. So, too, are claims that the Macks could have raised in their counterclaims. The Court sustains the Objection to the portions of the Claim arising from the initiation of the Foreclosure Action, including allegations of (1) personal injury, (2) wrongful death, (3) malicious prosecution, (4) intentional infliction of emotional distress, and (5) failure under RESPA to notify the Macks of a transfer of servicing of their Loan. But Mack has alleged a plausible RESPA claim for GMACM's failure to respond to the October 2009 QWR. The Court will deem the Proof of Claim amended to include the QWR Claim, and the Objection to that part of the Claim is overruled. To receive any damages for the QWR Claim, Mack must demonstrate how the requested damages arise from GMACM's failure to respond to the QWR as opposed to its initiation of the Foreclosure Action. This may be difficult, but Mack is entitled to make his case.

The Court therefore **SUSTAINS IN PART AND OVERRULES IN PART** the
Objection. Only Mack's QWR Claim survives. Counsel for the parties are directed within 14
days of the entry of this Opinion and Order to confer by telephone about the possibility of
settlement, or entering into mediation. The Court will also hold a case management and
scheduling conference, by telephone, on August 13, 2014, at 2:00 p.m. (Eastern Standard Time).

IT IS SO ORDERED.

Dated: July 24, 2014

New York, New York

Martin Glenn

MARTIN GLENN
United States Bankruptcy Judge

#2

Letter Date	Exhibit	Address/Box Number Listed
October 23, 2009	N/A	Unknown
October 30, 2009	Futrell Response, <u>Exhibit 16</u>	GMAC Mortgage Attn-Customer Care P.O. Box 1330 Waterloo, IA 50704-1330
October 31, 2009	N/A	Unknown
November 13, 2009	Futrell Response, <u>Exhibit 14</u>	CCCS Facsimile - 404-260-3342 Attn: Barbara Morris
December , 2009 ²⁸	Futrell Response, <u>Exhibit 15</u>	GMAC 866-709-4744 Loss Mitigation; Barbara Morris 404-260-3342 CCCS; & Lorna Ogala 240-699-3883 Fannie Mae
October 23, 2011	Futrell Response, <u>Exhibit 17</u>	GMAC 3451 Hammond Avenue P.O. Box 780 Waterloo, IA 50704-0760 Attn: Jenna Williams
April 14, 2012	Futrell Response, <u>Exhibit 18</u>	GMAC Mortgage 3451 Hammond Avenue P.O. Box 780 Waterloo, IA 50704 ²⁹ Attn: Mirela
August 31, 2012	Futrell Response, <u>Exhibit 19</u>	GMAC 3451 Hammond Avenue P.O. Box 780 Waterloo, IA 50704-0780 Attn:
March 14, 2013	Futrell Response, <u>Exhibit 20</u>	GMAC 3451 Hammond Avenue P.O. Box 780 Waterloo, IA 50704

²⁸ This letter does not contain a date.

²⁹ The zip code is hand-written.